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7                          IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
8                          IN AND FOR THE COUNTY OF KING  
9

10 STEVEN TRUBOW, an individual,  
11 MMAS RESEARCH, LLC, a Washington  
12 limited liability company

NO.

13                          Plaintiffs,

14                          COMPLAINT

v.

15 DONALD MORISKY and SUSAN  
16 MORISKY, husband and wife, PHILLIP  
17 MORISKY, an individual, MARTY  
MORISKY, an individual, and MORISKY  
MEDICATION ADHERENCE  
RESEARCH, LLC, a Nevada limited  
liability company.

18                          Defendants.

19                          Plaintiffs Steven Trubow and MMAS Research, LLC, by and through their  
20 attorney of record, Christina Haring-Larson of Eagle Harbor Law PLLC, allege and  
21 state as follows:

22                          **I.        THE PARTIES**

23

24

COMPLAINT – 1

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SEATTLE, WA 98104  
(206) 632-4242

1       1. Plaintiff Steven Trubow (“Trubow”) is an individual and member of a  
 2 limited liability company formed in Washington under the name of MMAS Research,  
 3 LLC (“MMAS Research”). Trubow conducts business in King County, Washington.

4       2. Plaintiff MMAS Research is a Washington limited liability company  
 5 formed by filing with the Washington Secretary of State in December 2016. Plaintiff  
 6 Trubow and Defendant Donald Morisky were each fifty-fifty members of the LLC.  
 7 MMAS Research is a business that licenses copyrights and trademarks known as: the  
 8 Morisky Widget, MMAS-8, MMAS-4, the Morisky Medication Adherence Scale, and  
 9 the Morisky Medication Adherence Protocol. MMAS Research is in the business of  
 10 marketing, training, and selling licenses globally for the Morisky Widget and related  
 11 intellectual property, which are used as a clinical medication adherence protocol at  
 12 hospitals, clinics, pharmaceutical firms and universities. MMAS Research’s principal  
 13 office address is located in Bellevue, Washington.

14      3. Defendant Donald Morisky (“Donald Morisky”) is an individual and  
 15 former fifty percent (50%) member of MMAS Research. Defendant Donald Morisky  
 16 withdrew as a member of MMAS Research effective June 21, 2019. Morisky transacts  
 17 business in King County, Washington. Dr. Donald Morisky developed a research tool  
 18 called the “MMAS-8,” which is a hard copy/paper medical adherence tool used for  
 19 measuring medication adherence.

20      4. Defendant Susan Morisky is married to Donald Morisky and has made,  
 21 on information and belief, certain relevant communications to the claims herein  
 22 involving: MMAS Research, her husband’s relationship with MMAS Research and the  
 23 MMAS-8 license. Defendant Susan Morisky resides in Las Vegas, Nevada, but has, on  
 24 information and belief, also transacted business in Washington.

1       5. Defendant Morisky Medication Adherence Research, LLC is a Nevada  
 2 limited liability company, formed on or about January 22, 2019. The members of  
 3 Morisky Medication Adherence Research, LLC are, on information and belief,  
 4 Defendants Donald and Susan Morisky and their sons, Phillip Morisky and Marty  
 5 Morisky.

6       6. Defendants Phillip Morisky and Marty Morisky are sons of Defendants  
 7 Donald and Susan Morisky. On information and belief, Phillip Morisky and Marty  
 8 Morisky reside in Las Vegas, Nevada, but also transact business in Washington.

## 9           **II. JURISDICTION & VENUE**

10      7. Under RCW 2.08.010 and the applicable Washington case law, this  
 11 Court has jurisdiction over both the parties and the subject matter of this lawsuit  
 12 because all parties conducted business in King County, MMAS Research's principal  
 13 office address is located in Washington, and some of the acts and transgressions giving  
 14 rise to the parties' dispute occurred in King County, Washington.

15      8. Venue is proper with this Court under RCW 4.12.025 because the  
 16 parties transact business in the State of Washington, MMAS Research is a Washington  
 17 limited liability company, and some of the underlying facts asserted herein took place  
 18 in Washington.

## 19           **III. FACTS GIVING RISE TO THIS ACTION**

20      9. MMAS Research was formed with the Washington Secretary of State on  
 21 December 21, 2016. The two members of MMAS Research were Plaintiff Trubow, as  
 22 a fifty percent member, and Defendant Donald Morisky, also as a fifty percent  
 23 member. MMAS Research is a member-managed LLC.

1       10.     Defendant Donald Morisky contributed to MMAS Research the license  
 2 for derivative (electronic) works of the MMAS-8, but he retained the right to use the  
 3 MMAS-8 in a hard copy/paper format.

4       11.     MMAS Research has the legal authority to license to third parties all of  
 5 the copyrights and trademarks registered or referred to as: the Morisky Widget,  
 6 MMAS-8 (for derivative electronic works), MMAS-4, the Morisky Medication  
 7 Adherence Scale, and the Morisky Medication Adherence Protocol.

8       12.     Plaintiff Trubow contributed to MMAS Research his own personal  
 9 sweat equity, which included his own prior business experience, operational know-  
 10 how, and his own management time and effort to develop medical adherence software  
 11 product for hospitals, pharmaceutical firms, universities and clinical research  
 12 organizations. Plaintiff Trubow also managed MMAS Research's day-to-day business  
 13 operations and expenses, provided the necessary training and certification to third  
 14 party licensees, and investigated certain intellectual property infringement claims on  
 15 behalf of MMAS Research and Donald Morisky.

16       13.     Over the past three years, MMAS Research, mostly through Trubow's  
 17 active day-to-day efforts, has certified users and licensed MMAS Research's  
 18 intellectual property rights to be used as a software product by various hospitals,  
 19 pharmaceutical firms, universities and clinical research organizations. MMAS  
 20 Research issues perpetual licenses in the North America, Europe, Africa and Asia.  
 21 Trubow has issued, on MMAS Research's behalf, hundreds of licenses for the  
 22 Morisky Widget and related intellectual property.

23       14.     Along with MMAS Research's marketing and licensing program,  
 24 Plaintiff Trubow has generated another substantial revenue source for Plaintiff MMAS

1 Research and Defendant Donald Morisky through the investigation and prosecution of  
 2 claims against third parties for intellectual property infringement. These claims have  
 3 resulted in a number of settlement agreements that have been finalized, but not yet  
 4 signed by Defendant Donald Morisky.

5       15. On or about November 21, 2018, Defendant Donald Morisky paid  
 6 himself \$80,000 from MMAS Research's banking account without prior disclosure to  
 7 Plaintiff Trubow or obtaining member approval. No legitimate business purpose for  
 8 such payment has been disclosed to date.

9       16. In January 2019, Defendants Donald Morisky and Susan Morisky began  
 10 demanding additional payments from MMAS Research. Although Defendant Donald  
 11 Morisky never actively worked on a day-to-day basis for MMAS Research, MMAS  
 12 Research paid equal distributions of fifty percent to each member.

13       17. On or about January 22, 2019, Defendants Donald Morisky, Susan  
 14 Morisky, Phillip Morisky and Marty Morisky formed a limited liability company in  
 15 Nevada called the Morisky Medication Adherence Research, LLC ("Morisky  
 16 Medication Adherence Research"). Defendants Donald and Susan Morisky never  
 17 disclosed to Plaintiff Trubow their intentions to form this LLC or the existence of this  
 18 Nevada LLC. MMAS Research's attorney later discovered the existence of this new  
 19 entity registered by Defendant Donald Morisky. Plaintiffs then discovered certain  
 20 legal and other expenses for Morisky Medication Adherence Research were being  
 21 paid through MMAS Research's banking account.

22       18. In February 2019, Defendants Donald and Susan Morisky complained to  
 23 Plaintiff Trubow about the addition of an employee to MMAS Research's payroll. In  
 24 an email dated February 14, 2019, Plaintiff Trubow volunteered to pay this employee

1 out of his own share of MMAS Research's quarterly distributions and then stated that  
 2 Defendant Donald Morisky could "withdraw from MMAS Research, LLC....but you  
 3 will give up your 50% ownership in the Morisky Widget."

4       19. In March 2019, Defendant Donald Morisky asked that his two sons,  
 5 Defendants Phillip Morisky and Marty Morisky, be trained on use of the Morisky  
 6 Widget and any related MMAS Research intellectual property. Plaintiff Trubow  
 7 agreed and Defendants Phillip Morisky and Marty Morisky were trained thereafter.

8       20. From January through July 2019, Plaintiff MMAS Research continued  
 9 its ongoing business operations. MMAS Research also paid Defendant Donald  
 10 Morisky's unrelated personal and business expenses, including expenses associated  
 11 with his personal credit card, UCLA related network charges, personal transportation  
 12 expenses, and legal and corporate registration expenses associated with forming the  
 13 then-undisclosed Morisky Medication Adherence Research.

14       21. On information and belief, Defendants have intentionally induced or  
 15 caused the termination of certain licensees, customer confusion as to the authority and  
 16 property licensing for MMAS Research's Morisky Widget and related intellectual  
 17 property, and/or diversion of existing and potential licensees away from MMAS  
 18 Research.

19       22. On June 21, 2019, Defendant Donald Morisky wrote an email to  
 20 Plaintiff Trubow claiming that he was "withdrawing as a member of MMAS  
 21 Research" in response to the February 14, 2019 email he had received four months  
 22 earlier from Plaintiff Trubow.

1       23. On June 25, 2019, Defendant Donald Morisky filed with the  
2 Washington Secretary of State an Amended Annual Report reporting that he no longer  
3 was a member or governor of MMAS Research.

4       24. Defendant Donald Morisky has dissociated as a member from MMAS  
5 Research.

6       25. Pursuant to RCW 25.15.131(4), “a person’s dissociation as a member of  
7 a limited liability company does not of itself discharge the person from any debt,  
8 obligation or other liability to the limited liability company or the other members  
9 which the person incurred while a member.”

10      26. Defendant Donald Morisky, as a former member, has certain ongoing  
11 debts, obligations and/or liabilities to MMAS Research and/or Trubow that have not  
12 been satisfied or otherwise discharged, including: signing settlement agreements,  
13 repayment of amounts owed to MMAS Research and/or taken without Trubow’s  
14 consent, the formal transfer of certain ownership rights for certain intellectual property  
15 rights to MMAS Research, and continuing licensing obligations to MMAS Research’s  
16 licensees.

17      27. Certain disputes exist between the parties as to the nature and extent of  
18 Defendant Donald Morisky’s debts, obligations and/or liabilities, including but not  
19 limited to: the parties respective rights’ to use the Morisky Widget and associated  
20 intellectual property rights, settlement of certain ongoing intellectual property  
21 lawsuits/disputes, MMAS Research’s payments for certain personal expenses of  
22 Defendant Donald Morisky, Defendants’ attempts to solicit and/or divert licensees to  
23 Defendant Morisky Medication Adherence Research, continuing licensing obligations  
24

1 to MMAS Research's licensees, and outstanding tax obligations for MMAS Research  
 2 and/or its members.

3       28. On or about July 3, 2019, Defendant Phillip Morisky sent an email to a  
 4 licensee who was in the process of formalizing a license agreement with Plaintiff  
 5 MMAS Research. Defendant Phillip Morisky's email expressly solicited a license  
 6 agreement on behalf of Defendant Morisky Medication Adherence for the "Morisky  
 7 Protocol." Defendant Phillip Morisky signed his email as the "SVP [Senior Vice  
 8 President] Global Initiatives" for "Morisky Adherence Research Institute" and his  
 9 email solicited the MMAS Research's licensee to instead be a licensee of the newly  
 10 formed Nevada LLC. Attached to his email, Defendant Phillip Morisky used an  
 11 application form that was substantially similar to the same form that Plaintiff MMAS  
 12 Research used for the Morisky Widget licenses. In response to Defendant Phillips  
 13 Morisky's email, that same licensee sent Defendant Phillip Morisky's email with the  
 14 completed application form back to Defendant Phillip Morisky, but then also copied  
 15 Plaintiff Trubow at MMAS Research since he was the prior contact for the Morisky  
 16 Widget license.

17       29. Later that same date and just over six hours later, Defendant Donald  
 18 Morisky sent numerous emails dated July 10, 2019 directed to many of MMAS  
 19 Research's licensees with identical language stating as follows:

20           Effective June 21, 2019, I, Dr. Donald E. Morisky, SOLE OWNER,  
 21 DEVELOPER, LICENSOR OF THE COPYRIGHTED MMAS 4 & 8  
 22 scales, have terminated/severed my ties with Steve Trubow/MMAS  
 23 Research, LLC. USE OF COPYRIGHT MMAS IS PROTECTED BY  
 24 US COPYRIGHT LAWS. PERMISSION FOR USE IS REQUIRED.

1 A LICENSE AGREEMENT IS AVAILABE FROM:

2 DMORISKY@GMAIL.COM.

3 30. On information and belief, the July 10, 2019 emails to MMAS  
4 Research's licensees referenced in the preceding paragraph were written and sent by  
5 Defendant Susan Morisky. On information and belief, a number of other similar  
6 emails to MMAS Research's existing or potential new licensees may have been sent.

7 31. In response to Defendant Donald Morisky's July 10, 2019 emails,  
8 numerous licensees of MMAS Research have inquired with business concerns and  
9 questions about the continued legal authority to use the Morisky Widget and related  
10 intellectual property. Many of MMAS Research's licensees have expressed confusion  
11 as to the meaning and intent of Defendant Donald Morisky's July 10, 2019 emails.

12 32. On information and belief, some of MMAS Research's existing  
13 licensees and potential new licensees are now attempting to contact and license  
14 MMAS Research's intellectual property from Defendant Donald Morisky, Defendant  
15 Morisky Medication Adherence Research, LLC, and/or Defendants Susan Morisky,  
16 Phillip Morisky and Marty Morisky.

17 33. On information and belief, Defendants are actively seeking to divert,  
18 solicit and transfer MMAS Research's licensees to their own newly formed Nevada  
19 LLC known as Morisky Medication Adherence Research.

20 **IV. FIRST CAUSE OF ACTION – BREACH OF FIDUCIARY DUTY**  
21 **(AGAINST DEFENDANT DONALD MORISKY)**

22 34. Plaintiffs reallege and incorporate by reference paragraphs 1 through 33  
23 herein.  
24

35. As a member of a limited liability company, Defendant Donald Morisky owed fiduciary duties to Trubow and MMAS Research. Defendant Donald Morisky's fiduciary duties included: the duty of loyalty, the duty of care, the duty not to compete, the duty to avoid secret profits, and the duty not to engage in self-dealing and/or conflicts of interest.

36. As a direct and proximate result of Defendant Donald Morisky's conduct, as described and set forth above, Defendant Donald Morisky has breached his fiduciary duties to Plaintiffs. Defendant Donald Morisky's breaches of fiduciary duties include, without limitation, his undisclosed formation of a competing Nevada LLC, attempts to divert, solicit or confuse existing and potential new licensees of MMAS Research for his own personal gain or profit, and diverting funds from the MMAS Research's banking account for his own benefit and personal use.

37. As an actual and proximate result of such actions and/or breaches, Plaintiffs have suffered damages in an amount to be proven at trial.

**V. SECOND CAUSE OF ACTION – TORTIOUS INTERFERENCE  
(AGAINST ALL DEFENDANTS)**

38. Plaintiffs reallege and incorporate by reference paragraphs 1 through 37 herein.

39. At the time Defendants formed the Nevada LLC known as Morisky Medication Adherence Research, LLC, Plaintiffs Trubow and MMAS Research had business relationships and/or expectancies of future economic benefits from their existing, ongoing business activities.

40. Defendants knew of the existence of those business relationships and/or expectancies of future economic benefits at the time of their acts.

41. Defendants intentionally induced or caused the termination of certain licensees, customer confusion as to the authority and proper source for licensing MMAS Research's Morisky Widget and other intellectual property, and/or diversion of existing and potential new licensees away from MMAS Research.

42. Defendants' interference was for an improper purpose or by improper means.

43. The conduct of Defendants was the proximate cause of damages to Plaintiffs Trubow and MMAS Research, the exact amount of which will be proven at trial.

## **VI. THIRD CAUSE OF ACTION – INJUNCTIVE RELIEF (AGAINST ALL DEFENDANTS)**

44. Plaintiffs reallege and incorporate by reference paragraphs 1 through 43 herein.

45. Plaintiffs have a clear legal and equitable right to market and license the Morisky Widget and related intellectual property to their existing and potential new licensees.

46. Defendants communications with MMAS Research's existing and potential new licensees has caused customer confusion and, on information and belief, termination of certain ongoing licenses. Plaintiffs will suffer actual and substantial injury if an injunction against Defendants is not entered.

47. Based on the Court's equity and any other basis provided under the law, Plaintiffs seek the Court's order enjoining Defendants from contacting, communicating, or otherwise soliciting MMAS Research's existing licensees or potential new licenses for any purposes related to the Morisky Widget and MMAS

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1 Research's other intellectual property and ordering Defendants to cease and desist from  
 2 stating or implying in any form that the existing MMAS Research license agreements  
 3 are terminated.

4       48.      Temporary and preliminary injunctive relief are necessary and  
 5 appropriate to protect Plaintiffs from Defendants' wrongful conduct.

6                   **VII. FIFTH CAUSE OF ACTION - DECLARATORY RELIEF**

7       49.      Plaintiff realleges and incorporates by reference paragraphs 1 through  
 8 48 herein.

9       50.      An actual and present controversy has arisen and now exists between the  
 10 parties regarding Defendant Donald Morisky's ongoing debts, obligations and/or  
 11 liabilities, as a former member, to Plaintiff MMAS Research and/or Plaintiff Trubow.

12       51.      Pursuant to RCW 7.24.010 *et seq.* and in equity, Plaintiffs seek a  
 13 judicial determination that Plaintiffs have the sole authority to license the Morisky  
 14 Widget and the related intellectual property, collect monies owed for such licenses, and  
 15 settle outstanding lawsuits and liabilities involving this intellectual property and these  
 16 licenses. Plaintiffs also seek declaratory relief that MMAS Research is the owner of the  
 17 Morisky Widget and related intellectual property.

18       52.      Plaintiff requests a speedy hearing on the Court's calendar to declare  
 19 Plaintiff MMAS Research the owner of all Morisky Widget and related intellectual  
 20 property and/or to declare, pursuant to RCW 25.15.131(4), the extent of Defendant  
 21 Donald Morisky's ongoing debts, obligations and/or liabilities, as a former member, to  
 22 MMAS Research and/or Trubow that have not been satisfied or otherwise discharged,  
 23 including: signing settlement agreements, repayment of amounts owed to MMAS  
 24 Research and/or taken without Trubow's consent, the formal transfer of certain

1 ownership rights for certain intellectual property rights to MMAS Research, and the  
 2 extent of any continuing licensing obligations to MMAS Research's licensees.  
 3

### VIII. PRAYER FOR RELIEF

4 WHEREFORE, Plaintiff prays that the Court grant the following relief in her  
 5 favor:

6 A. For judgment against Defendants and in favor of Plaintiffs on any and  
 7 all the claims raised in Plaintiff's Complaint for damages in an amount to be proven at  
 8 trial;

9 B. For an order of injunctive relief enjoining Defendants from contacting,  
 10 communicating, or otherwise soliciting MMAS Research's existing licensees or  
 11 potential new licenses for any purposes related to the Morisky Widget and related  
 12 intellectual property and ordering Defendants to cease and desist from stating or  
 13 implying in any form that the existing MMAS Research license agreements have been  
 14 terminated.

15 C. For a decree of declaratory relief ordering that Plaintiff Trubow has sole  
 16 authority to act on behalf of the MMAS Research in its efforts to license the Morisky  
 17 Widget and the related intellectual property, collect monies owed for such licenses,  
 18 settle outstanding lawsuits and liabilities involving the intellectual property and these  
 19 licenses, and/or to declare the extent of Defendant Donald Morisky's ongoing debts,  
 20 obligations and/or liabilities, as a former member, to MMAS Research and/or Trubow  
 21 that have not been satisfied or otherwise discharged, including: signing settlement  
 22 agreements, repayment of amounts owed to MMAS Research and/or taken without  
 23 Trubow's consent, the formal transfer of certain ownership rights for certain  
 24 intellectual property rights to MMAS Research, and continuing licensing obligations to

1 MMAS Research's licensees..

2 D. For an award of attorneys' fees and costs incurred in this action to the  
3 extent allowed by law or in equity; and

4 E. For such other further relief as the Court deems just and equitable.

5  
6 DATED this 29th day of July, 2019.  
7

8 **EAGLE HARBOR LAW PLLC**

9  
10 By: /s Christina Haring-Larson  
Christina Haring-Larson, WSBA #30121  
11 Eagle Harbor Law, PLLC  
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13 Email: [christina@eagleharborlaw.com](mailto:christina@eagleharborlaw.com)

14 Attorneys for Plaintiffs Steven Trubow and  
15 MMAS Research, LLC  
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## CERTIFICATE OF SERVICE

I, Christina Haring-Larson, certify under penalty of perjury under the laws of the State of Washington, that the following is true and correct:

I am an attorney with the law firm of Eagle Harbor Law, PLLC.

At all times hereinafter mentioned, I was and am a citizen of the United States of America, a resident of the State of Washington, over the age of eighteen (18) years, not a party to the above-entitled action, and competent to be a witness herein.

On the date set forth below I served the foregoing document in the manner noted  
on the following:

PARTY/COUNSEL	DELIVERY INSTRUCTIONS
<p><i>Attorneys for Defendants</i></p> <p>Chris Mason  Smyth &amp; Mason, PLLC  1000 Second Ave., Suite 3000  Seattle, Washington  98104  Email: <a href="mailto:cmason@smythlaw.com">cmason@smythlaw.com</a></p>	<input type="checkbox"/> Hand Delivery <input type="checkbox"/> Certified Mail <input type="checkbox"/> Facsimile <input checked="" type="checkbox"/> E-mail <input checked="" type="checkbox"/> Mandatory E-filing; King County Local General Rule 30

DATED this 29th day of July, 2019 at Seattle, Washington.

EAGLE HARBOR LAW PLLC

By: s/ Christina Haring-Larson  
Christina Haring-Larson

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